



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

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Fifth District

September 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF AMENDMENT TO EXTEND AGREEMENT
FOR PURCHASE AND ADMINISTRATION OF AIRPORT/AVIATION HULL AND
LIABILITY INSURANCE PROGRAM
(ALL DISTRICTS AFFECTED) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached County of Los Angeles (County) Airport/Aviation Hull and Liability Insurance Program Broker Services Agreement, Amendment No. 1, and exercise the County's option to extend Contract Number 74227 for an additional one-year period. This Amendment will allow the County to continue purchasing commercial aviation hull and liability insurance through Aon Risk Services, Inc. (AON) for the period of January 1, 2006 through January 1, 2007.
2. Authorize the purchase of commercial aviation hull and liability insurance through AON for an initial premium of approximately \$2.6 million, subject to future adjustments described in this letter.
3. Instruct the Auditor-Controller to pay program costs, adjustments, deductible amounts, and related loss expenditures and process any premium returns or insurance reimbursements as validated by the Chief Administrative Officer (CAO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In November 2002, your Board approved a Broker Services Agreement (BSA) with AON to purchase commercial aviation insurance and assist the CAO with the administration

of the County's Airport/Aviation Hull and Liability Insurance Program. The BSA will expire on January 1, 2006. The County has the option to extend the BSA for one year. The County's aviation insurance provides physical damage coverage for County-owned aircraft and third-party liability coverage for airports operated by the Department of Public Works (DPW) and aircraft operated by the Sheriff's Department (Sheriff) and Consolidated Fire Protection District (CFPD). The current aviation insurance, provided by American International Group Aviation (AIG) and negotiated by AON, includes more than 20 policy enhancements that were previously too costly or were unavailable to the County. The enhancements include increased third-party liability coverage from \$50 million to \$100 million, increased spare parts coverage from \$2 million to \$5 million, reduction of certain deductibles, and increased limits of several supplementary coverages. The current insurance premium of approximately \$2.6 million is approximately \$280,000 less than the prior year's premium and covers an aircraft fleet that has increased in value to approximately \$102 million.

AON obtained a commitment from AIG to renew the expiring insurance (same coverage limits, terms, and conditions) for the same premium rate. AIG's commitment is contingent upon losses not exceeding 60 percent of the earned premium before the BSA extension is approved by your Board and the order to bind coverage is provided to AIG.

The Sheriff, CFPD, and DPW concur with the CAO's recommendation to renew this aviation insurance at the expiring premium rate. Once the order to bind is provided to AIG, no premium increase can be assessed even in the event of a catastrophic loss occurring after the order to bind is issued.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the CAO's recommendations will assist the County to effectively manage its resources by providing liability coverage for County-owned airports and aircraft, and physical damage coverage to County-owned aircraft. The purchase of aviation insurance is consistent with the County's Strategic Plan Goal Four, Fiscal Responsibility.

FISCAL IMPACT/FINANCING

The aviation insurance premium will be approximately \$2.6 million and may increase to \$2.9 million in March 2006, when CFPD is scheduled to take possession of two new Bell helicopters, which your Board approved for purchase on May 17, 2005. The premium includes AON's ten percent commission. Additionally, the premium is subject to changes in the County aircraft fleet, or if a major loss or series of losses occur before

the BSA extension is approved by your Board and the order to bind is provided to AIG. Funding for aviation insurance is in the Fiscal Year 2005-06 Insurance Budget, and will be charged to the Sheriff, CFPD, and DPW.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is obligated to purchase commercial aviation insurance to comply with County aircraft leasing or financing agreements. The attached Amendment No. 1 will authorize AON to renew the expiring commercial aviation insurance for an additional one-year period, and continue providing the full range of broker services required by the County. Amendment No. 1 has been approved as to form by County Counsel.

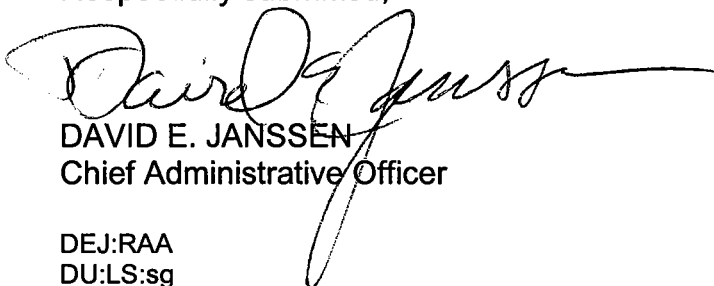
IMPACT ON CURRENT SERVICES

This insurance program facilitates operation of County aircraft and airports by providing financial protection against third-party liability and physical damage to County's aircraft. The cost of commercial aviation insurance is modest compared to the potential severity of a liability loss or total destruction of a County aircraft. The Sheriff, CFPD, and DPW confirm that loss or damage to County aircraft(s) could significantly disrupt the effectiveness of public safety and other services provided by those departments.

CONCLUSION

Please sign three copies of the attached Amendment No. 1, and return two copies to the CAO's Risk Management Branch, attention Rocky Armfield, County Risk Manager.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:RAA
DU:LS:sg

Attachment

c: County Counsel
Auditor-Controller

**COUNTY OF LOS ANGELES
AIRPORT/AVIATION HULL AND LIABILITY INSURANCE PROGRAM
BROKER SERVICES AGREEMENT**

AMENDMENT NO. 1

This Amendment No. 1 to Broker Services Agreement dated January 1, 2003, is made and entered into this _____ day of _____ 2005, between the County of Los Angeles, hereafter "COUNTY," and Aon Risk Services, Inc., of Southern California, hereafter "CONTRACTOR."

WHEREAS, on January 1, 2003, COUNTY entered into an Agreement with CONTRACTOR, for Airport/Aviation Hull and Liability Insurance Program Broker Services, hereinafter "Agreement;" and

WHEREAS, Section 4.0, "Option to Extend," of the Agreement allows for the Agreement to be extended for one additional year at the option of COUNTY upon approval by COUNTY and CONTRACTOR, and shall be executed by the COUNTY's Board of Supervisors; and

WHEREAS, Section 12.0, "Changes and Amendments," of the Agreement allows for revisions to any term or provision included in the Agreement by a negotiated Amendment to the Agreement, which shall be executed by COUNTY's Board of Supervisors and CONTRACTOR; and

PURSUANT to Section 4.0, "Option to Extend," of the Agreement, the COUNTY is hereby exercising its option to extend the Agreement for an additional one-year term, to be effective January 1, 2006 through January 1, 2007.

NOW THEREFORE, it is agreed between the parties that the Agreement shall be amended as follows:

- I. **Section 1.0, "Applicable Documents," is amended by addition of Exhibit E – "Safely Surrendered Baby Law," (attached).**
- II. **Section 3.1, "Term", is amended to read as follows:**
 - 3.1 **The term of this Agreement shall commence on January 1, 2003 and shall continue in full force and effect until January 1, 2007.**
- III. **Section 51.0, "Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program," is deleted in its entirety and replaced by the following:**

51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 50.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice, shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 24.0, "Termination for Default," and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

IV. The following paragraph shall be added to the Agreement:

61.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges the County places a high priority on the implementation of the "Safely Surrendered Baby Law." The Contractor understands it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

V. Except for the changes set forth herein, all other terms and conditions of the Agreement shall remain the same, and in full force and effect.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Amendment, or caused it to be duly executed, and the COUNTY, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board, and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

AON RISK SERVICES, INC. OF
SOUTHERN CALIFORNIA

By: J. R. Windbank.
Name

SENIOR VICE PRESIDENT.
Title

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: [Signature]
Deputy

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zey Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INEG LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Alia Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Glenn Molina, Supervisora, Primer Distrito

Wonne Bradwalke Burke, Supervisora, Segundo Distrito

Zoltan Slavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 6 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.